



U. S. ENVIRONMENTAL PROTECTION AGENCY ASSISTANCE AGREEMENT NOTICE

RECIPIENT NAME AND ADDRESS:

City of West Lafayette
Attn: John Dennis—Mayor
500 South River Road
West Lafayette, IN 47906-4377

Assistance #: XP-97560501-5

☐ Notice of Award/Assistance Agreement

☒ Assistance Amendment

☐ Increase

☐ Decrease

☒ Time Extension

☒ Administrative Changes

Enclosed are two copies of an Assistance Agreement from the U.S. Environmental Protection Agency.

To provide your affirmation of this award, please carefully review the entire document, terms and conditions, and any applicable regulations. Please sign¹ and date the Affirmation of Award section on the first page and return one original copy to the following address within 21 days² of your receipt of the Assistance Agreement:

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 5
ASSISTANCE SECTION
77 WEST JACKSON BOULEVARD, MC-10J
CHICAGO, ILLINOIS 60604

ATTN: Elizabeth Spohn, EPA Grant
Specialist


The other original should be retained for your official records and copies distributed within your organization as needed. Please note that funds will not be available for drawdown until we receive your countersigned affirmation of this award. If the Notice of Award includes any terms and conditions requiring signed certifications or assurances, you must return them with the signed agreement.

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. If you have any questions, you may contact the Project Officer (programmatic concerns) or the Grant Specialist (administrative concerns), as identified on page one of the Assistance Agreement.

¹ MUST be signed by the authorized representative as shown on the Assistance Agreement signature block or by a formally authorized delegate.

² Failure to countersign and return within (21) days of receipt may result in withdrawal of this agreement.

U.S. Environmental Protection Agency
Region 5
Assistance Section

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		ASSISTANCE ID NO.			DATE OF AWARD 04/19/2011
			PRG	DOC ID	AMEND#	
			XP - 97560501 - 5			MAILING DATE 04/19/2011
			TYPE OF ACTION No Cost Amendment			
PAYMENT METHOD: ASAP			ACH# 50121			
RECIPIENT TYPE: Municipal			Send Payment Request to: Las Vegas Finance Center			
RECIPIENT: City of West Lafayette 500 South River Road West Lafayette, IN 47906-4377 EIN: 35-6001233			PAYEE: City of West Lafayette 500 South River Road West Lafayette, IN 47906-4377			
PROJECT MANAGER John Dennis 500 South River Road West Lafayette, IN 47906-4377 E-Mail: mayor@westlafayette.in.gov Phone: 765-775-5100		EPA PROJECT OFFICER Steffanie Crossland 77 West Jackson Blvd., WS-15J Chicago, IL 60604-3507 E-Mail: Crossland.Steffanie@epa.gov Phone: 312-353-4779		EPA GRANT SPECIALIST Elizabeth Spohn Assistance Section, MC-10J E-Mail: Spohn.Elizabeth@epa.gov Phone: 312-353-4489		
PROJECT TITLE AND EXPLANATION OF CHANGES CITY OF WEST LAFAYETTE - BARBARRY HEIGHTS AND GREEN MEADOWS SANITARY SEWER LIFT STATION REPLACEMENT Two wastewater lift stations need to be replaced: 1) the Barberry Heights lift station was constructed in 1960 and surpassed its expected life; and 2) the Green Meadows lift station was built in 1979 for a small community and growth exceeded expectations straining the capacity of the station. Stand-by power will also be added to both stations as neither have stand-by power, making Sanitary Sewer Overflows an issue in the event of power loss. This no-cost amendment extends this grant to 07/30/2011. This will enable the City of Lafayette to complete the replacement of two wastewater lift stations. This action also updates the Grant Specialist. EPA Contact Information; Time Extension (Amendment)						
BUDGET PERIOD 08/05/2005 - 07/30/2011		PROJECT PERIOD 08/05/2005 - 07/30/2011		TOTAL BUDGET PERIOD COST \$2,457,535.00		TOTAL PROJECT PERIOD COST \$2,457,535.00
NOTICE OF AWARD Based on your application dated 03/22/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$. EPA agrees to cost-share 39.38% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$967,865. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507				ORGANIZATION / ADDRESS U.S. EPA, Region 5 Water Division 77 West Jackson Blvd., WS-15J Chicago, IL 60604-3507		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Sharon Green, Chief, Assistance Section			DATE 04/19/2011	
AFFIRMATION OF AWARD BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE John Dennis, Mayor		TYPED NAME AND TITLE John Dennis, Mayor			DATE	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 967,865	\$	\$ 967,865
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 1,489,670	\$	\$ 1,489,670
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 2,457,535	\$ 0	\$ 2,457,535

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Appropriations Act of 2001 (PL 106-377)	40 CFR PART 31

[illegible]

Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$0
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$2,457,535
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$2,457,535
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$2,457,535
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip <u>60.62%</u> Fed <u>39.38%</u>)	\$2,457,535
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$967,865

Administrative Conditions

The following Administrative Terms and Conditions have been updated:

CONSULTANT CAP

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

COPYRIGHTED MATERIAL

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

SINGLE AUDIT ANNUAL REPORTING REQUIREMENT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS

Submission of interim Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end date shall be used for interim reports: 7/30.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/financeservices/forms.htm> . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Note: Administrative Terms and Conditions "FEDERAL CASH TRANSACTION REPORT", " FY 10 ACORN FUNDING RESTRICTIONS", and "MULTI-YEAR GRANT- INTERIM FINANCIAL STATUS REPORTS" have been removed and are no longer applicable.

All other Administrative Terms and Conditions Remain the Same

Programmatic Conditions

All Programmatic Terms and Conditions Remain the Same